

CATERPILLAR FINANCIAL SERVICES CORPORATION

LIFT TRUCK LEASE
08/18/99

LESSEE: W R GRACE & CO.

LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION

ADDRESS: 400 NORTH HAWTHORNE STREET

ADDRESS: 1800 Parkway Place

CHATTANOOGA, TN 37406

Suite 820

Marietta, GA 30067

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire and lease the Units to Lessee, and Lessee agrees to lease the Units from Lessor, subject to the terms and conditions below and on the reverse side:

| Description of Units | Serial# | Monthly Rent | Final Payment |
|------------------------------|---------|--------------|---------------|
| (1) 3422 GENE LIFT 8000 LIFT | 1527 | 602.62 | 5,286.40 |

Rent to be paid: in advance (starts on Delivery Date) and every month thereafter.

Lease Term: 48 Months

Utilization Date: OCTOBER 31, 1999

The Mandatory Final Payment (Section 13) Optional Final Payment (Section 14) is applicable to this Lease (check one)
Location of Unit(s): 400 NORTH HAWTHORNE STREET
CHATTANOOGA, TN 37406 HAMILTON

ADDITIONAL PROVISIONS:

RIDERS:
LIFT TRUCK USAGE RIDER

TERMS AND CONDITIONS

1. LEASE TERM: The lease term for each Unit shall start on its Delivery Date (the date (a) Lessor executes this Lease, (b) Lessor takes title to the Unit, or (c) Lessee or its agent takes control of physical possession of the Unit, whichever is latest), provided the Delivery Date is on or before the utilization date stated above, and shall continue for the number of months stated above. If the Delivery Date is not on or before the utilization date, Lessee shall, at the option of Lessor, assume Lessor's obligations to purchase and pay for the Unit.

| Delivery and Acceptance of Equipment | |
|---|--|
| (Lessee must initial one) | |
| Lessee certifies that (i) Lessee physically received ALL of the Units listed above, (ii) each Unit is in all respects satisfactory to Lessee, (iii) ALL Units are located Inside _____ or outside _____ City Limits, and (iv) Lessor has performed all of its obligations under the Lease; OR | |
| ALL the Units have NOT been delivered or accepted by Lessee, OR the Units are in more than one location. Upon delivery of any Unit, Lessee shall execute such Delivery Supplements as Lessor requires. | |

2. RENT: Lessee shall pay to Lessor, at P.O. BOX 905581, CHARLOTTE NC 28230-5581 or such other location Lessor designates in writing, rent for each Unit as stated above starting (a) on its Delivery Date if the rent is to be paid in advance, or (b) one month (or other period as stated above) after its Delivery Date if the rent is to be paid in arrears. An amount equal to the first rent payment for each Unit must accompany this document when it is submitted to Lessor. If Lessor executes this document, the amount shall be the first rent payment. If Lessor does not execute this document, the amount shall be returned to Lessee. If Lessor does not receive a rent payment on the date it is due, Lessee shall pay to Lessor, on demand, a late payment charge equal to five percent (5%) of the rent payment not paid when due or the highest charge allowed by law, whichever is less.

3. NO ABATEMENT: Lessee shall not be entitled to a abatement or reduction of rent or setoff against rent for any reason whatsoever. Except as otherwise provided, this Lease shall not terminate because of, nor shall the obligations of Lessor or Lessee be affected by damage to, any defect in, destruction of, or loss of possession or use of a Unit; the attachment of any lien, security interest or other claim to a Unit; any interference with Lessee's use of a Unit; Lessee's insolvency or the commencement of any bankruptcy or similar proceeding by or against Lessee, or any other cause whatsoever.

4. RETURN OF UNIT: If Lessor shall rightfully demand possession of a Unit, Lessee, at its expense, shall promptly deliver possession of the Unit to Lessor, properly protected and in the condition required by Section 5, at the option of Lessor, (a) to the premises of the nearest Caterpillar dealer selling equipment of the same type as the Unit, or (b) on board a carrier named by Lessor and shipping it, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 5, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into the required condition.

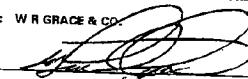
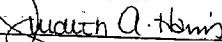
5. POSSESSION, USE AND MAINTENANCE: Lessee shall not (a) use, operate, maintain or store a Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon a Unit; (c) sublease a Unit; permit the use of a Unit by anyone other than Lessee, change the use of unit from that specified in the Application Survey/Usage Rider attached hereto, or change the encumbrance on any of its rights hereunder or a Unit. A Unit is and shall remain personal property regardless of its use or manner of attachment to realty, expense, shall maintain each Unit in good operating order, repair and condition and shall perform maintenance at least as frequently as stated in any applicable operator's guide, service manual, or lubrication and maintenance guide. Lessee shall not alter any Unit or affix any accessory or equipment to it if doing so will impair its originally intended function or use or reduce its value. Any alteration or addition to a Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to a Unit shall be subject to the security interest of Lessor.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

Lessee: W R GRACE & CO.

Lessor: CATERPILLAR FINANCIAL SERVICES CORPORATION

By

By 

Name (PRINT) MICHAEL P. CONNERS

Name (PRINT) JUDITH A. HOBBS

Title ENGINEERING MANAGER

Title OPERATIONS MANAGER

Date 8/2/99

Date 08/18/99

12-12-98/LTFL

A146742 07/19/1999 08:44PM CT

DELIVERY SUPPLEMENT

This pertains to the Lease, dated as of 08/18/99, between Caterpillar Financial Services Corporation as Lessor and W R GRACE & CO. as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s)

(1) 3422
1527

GENE LIFT BOOM LIFT

Location

CHATTANOOGA, TN
County: HAMILTON

W R GRACE & CO.

Possession Date: _____

Signature 

Name (PRINT) MICHAEL P. CONNORS

Title ENGINEERING MANAGER

Date 8/12/99